

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PERIOD OF PERFORMANCE

The contract period shall cover a Base Period followed by four (4) consecutive Option Periods of one (1) year each. The total term of the contract shall not exceed 60 months.

H.1.1 Transition and Start-Up

The time period required to transition new requirements will be determined on a case-by-case basis and be included in individual task orders. Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During this period, the contractor shall work with the government to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task. The government will transfer business and procedural data, including appropriate training material, to the Contractor, and work with the contractor to establish appropriate system feeds. The transition period provides the contractor the opportunity to prepare and staff its contact center, develop the support knowledge base and scripts for automated response in support of the project, establish a fully functional contact center to handle the expected work volume, and complete all transition related activities to migrate the service over to the new center. Government personnel will closely monitor the Contractor's effort to ensure a successful launch. Based on the Contractor's ability and expert advice on transitioning the work volume, the government reserves the right to coordinate with the contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.

H.2 MINIMUM DOLLAR GUARENTEE AND MAXIMUM CONTRACT LIMIT

The government minimum dollar guarantee for each award made under this solicitation is \$10,000. The maximum contract ceiling for all moneys paid to all contractors under this contract is \$150,000,000. The minimum dollar guarantee and maximum contract limitation shall be applied to the base term and all options to extend.

H.3 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the government will coordinate directions within the scope of the contract, detailed instructions for the Contractor's employees and supervision shall remain the sole responsibility of the Contractor.

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H.4 STANDARDS OF CONDUCT AND RESTRICTIONS

The contractor shall adhere to the same professional and ethical standards of conduct required of government personnel. The contractor shall not:

1. Discuss with unauthorized persons any information obtained in the performance of work under this contract;
2. Conduct business, other than that which is covered by this contract, during periods paid by the government;
3. Conduct business not directly related to this contract on government premises;
4. Use computer systems and/or other government facilities for company or personal business; or
5. Recruit on government premises or otherwise act to disrupt official government business.

H.5 REMOVAL OF CONTRACTOR PERSONNEL

Transfer and/or assignment of contractor personnel shall be the prerogative of the Contractor; however, when the Administrative Contracting Officer (ACO) directs, the contractor shall remove from performance on the contract any and all persons who are endangering life, property or national security.

H.6 KEY PERSONNEL

The Program Manager, Project Manager, or an individual designated, who is capable of committing the company, shall be considered key personnel for this contract. The Program Manager shall be the overall manager of the contract and single point-of-contact for resolution of contract-related issues.

The contractor shall provide the following key personnel:

1. Program Manager - responsible for managing and implementing the overall contract requirement and oversee implementation of more complex tasks; organizes, directs, coordinates planning, and implements all contract and/or task order support activities; interacts with high level program officials regarding issues and status of the contract and/or task orders; coordinates financial and staffing resources; monitors and analyzes contract and performance data and reports results to senior Government officials; coordinates recruitment and training activities to keep staff current on agency programs and performance objectives; manages the activities of subcontractors; and reviews contract, operations and management reports. The Government reserves the right to

92 approve the selection of the Contractor-assigned Program Manager prior to his/her
93 placement in supporting the task if such assignment is warranted.

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- 95 2. Project Manager—responsible for managing and implementing the overall Project;
96 organizes, directs, coordinates planning, and implements all Project support activities;
97 interacts with government program officials regarding issues and status of Projects;
98 coordinates financial and staffing resources; monitors and analyzes performance data
99 and reports results to the government; coordinates training activities to keep staff
100 current on government programs and customer service objectives; manages the
101 activities of subcontractors. The government reserves the right to approve the selection
102 of the Contractor-assigned Project Manager prior to his/her placement in support of the
103 task.
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- 105 3. Site Manager—responsible for overall daily operations and management of the contact
106 center, including staffing, facility, training, service delivery, problem escalation and
107 resolution, and performance monitoring; provides technical assistance to the planning,
108 design, installation, modification, and operation of telecommunications and information
109 systems capabilities; ensures all functions and processes are implemented and operated
110 properly.

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112 Contractor shall use all commercially reasonable efforts to ensure the continued availability of
113 key personnel assigned to each task. Key personnel proposed and accepted for task orders issued
114 under this contract are expected to remain dedicated to the task. Substitutions will not be
115 accepted unless specifically agreed upon in writing by the ACO. During the first one hundred
116 eighty (180) days of the task order performance period, no key personnel substitutions will be
117 permitted unless such substitutions are necessitated by an individual's sudden illness, death, or
118 termination of employment or as otherwise approved by the ACO. In any of these events, the
119 contractor shall promptly notify the government and provide the information required by Section
120 G. After the initial one hundred eighty (180) day period, all proposed substitutions of key
121 personnel must be submitted in writing, at least thirty (30) business days in advance of the
122 proposed substitution, to the ACO. This provision also applies to personnel engaged by the
123 Contractor's teaming partners and/or subcontractors if they are designated as key personnel.

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126 **H.7 SPECIAL HIRING REQUIREMENT**

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128 The government is committed to using the services provided by Federal prison inmates and
129 individuals who are blind or severely handicapped through the Federal Prison Industries
130 (UNICOR) and the Committee for Purchase From People Who Are Blind or Severely Disabled
131 (National Industries for the Blind (NIB) and National Industries for the Severely Handicapped
132 (NISH) to fulfill part of the staffing requirements for this contract. Contractor-provided
133 personnel shall consist of a minimum of five (5) percent individuals employed through UNICOR
134 and/or qualified agencies affiliated with NIB or NISH. The contractor is responsible for working
135 with UNICOR and NIB/NISH affiliated agencies to recruit, hire, and train these individuals to
136 ensure performance objectives are not compromised. The contractor is responsible for
137 compensating UNICOR and NIB/NISH affiliated agency(ies) for any work performed to recruit,
138 hire, train, and retain these individuals for the performance of each task.

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H.8 INFORMATION SPECIALISTS HOURLY RATE

The unit of measure for the Hourly Information Specialist (IS) Rate is "HOURLY" and refers to a "worked" hour. "Worked" time is defined as all time expended by an IS:

1. gathering, researching, composing, or delivering responses to customer inquiries;
2. listening to, or actively communicating with, customers;
3. in performance of post inquiry work (such as updating systems or conducting follow-up activities);
4. in the available (to respond to a call or inquiry) mode;
5. while receiving instruction or coaching;
6. while on breaks; and
7. while attending task-related meetings.

H.9 PLACE OF PERFORMANCE

The work to be performed by the contractor can be categorized as follows:

1. Start-up and implementation,
2. Contact center operations and management, and
3. Project management.

Work performed during start-up can take place at the contractor or government premises. Work performed for the contact center operations and management shall primarily take place at one or more locations designated by the Contractor. Work performed for Project management shall take place primarily at the contractor premises.

H.10 FEDERAL HOLIDAYS

The following days are considered Federal holidays and will be observed by the contractor(s) in performance of work under each task order.

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181 1. New Year's Day (January 1),
182 2. Martin Luther King, Jr., Day (3rd Monday in January),
183 3. Washington's Birthday (3rd Monday in February),
184 4. Memorial Day (Last Monday in May),
185 5. Independence Day (July 4th),
186 6. Labor Day (1st Monday in September),
187 7. Columbus Day (2nd Monday in October),
188 8. Veterans Day (November 11),
189 9. Thanksgiving Day (4th Thursday in November), and
190 10. Christmas Day (December 25th).

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192 If any of the above holidays falls on a Saturday, then the proceeding Friday is the holiday. If any
193 of the above holidays falls on a Sunday, then the following Monday is the holiday.

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195 NOTE: Additional days are sometimes given, but these are regional in nature (e.g., Inauguration
196 Day in Washington, DC) and not included as Federal holidays for this contract.

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199 **H.11 SYSTEM REQUIREMENTS**

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201 The contractor shall provide and maintain robust and scalable, state-of-the-art multi-channel
202 contact center system hardware, software, and accessories to meet task order requirements. The
203 Contractor shall provide a commercial off-the-shelf (COTS) solution that meets the government
204 requirements with the least amount of customization required. The systems shall be adequately
205 sized and equipped to handle fluctuations in the volume of inquiries received. The systems shall
206 be configured such that they can be easily expanded to accommodate growth in call volume,
207 electronic and written inquiries, electronic transactions, automated voice responses and FAQ
208 services, knowledge base, inquiry tracking, data storage and retrieval, automatic fax-back, and
209 other affected areas. The systems shall have adequate backup capability to maximize availability
210 and reliability of all services.

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213 **H.12 PERMITS**

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215 The contractor shall, without additional expense to the government, be responsible for obtaining
216 all necessary licenses and permits in connection with the performance of this contract. The
217 contractor shall also be responsible for complying with any applicable Federal, state, and
218 municipal laws, codes, and regulations.

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H.13 FTS2001 LOCAL INTERFACE

The type of terminating access to FTS 2001 Switched Voice Service with the contractor orders from the FTS2001 Service contractor (FSC) shall be at the discretion of the Government . After task order award, the FSC will review the most efficient and cost effective method of interface for the government and will decide at that time whether to install an analog or a digital interface. If the FSC requires an interface other than the one detailed by the contractor in their technical proposal, the ACO and the contractor may negotiate an equitable adjustment to the task order amount.

H.14 TRAVEL

H.14.1 Routine Travel

The contractor or subcontractor(s) will not be reimbursed for commuter travel for its employees between their residence to their regular, assigned duty station, or for travel in support of project start-up and the day-to-day performance of this contract. A regular, assigned duty station is defined as the contractor employee’s continuing place of duty, whether on a permanent or temporary assignment.

H.14.2 Non-Routine Travel

Non-routine travel directed by the government will require the advance written approval of the ACO or his/her designee. Non-routine travel will be reimbursed as ODC expenses. Reimbursement shall not exceed the rates and expenses allowed by government travel regulation to a government employee traveling under identical circumstances. The contractor shall comply with the more restrictive of its own internal policies or with the government’s policies for making reimbursable travel and per-diem expenditures. The government will supply the contractor with a copy of its travel policies upon award of each task order issued under this contract.

H.15 CONTINGENCIES

The contractor shall ensure continuity of operations. The contractor shall be totally responsible for maintaining continuity of support for the assigned tasks. Contractor employment and staffing difficulties will not be acceptable justification for failure to meet the requirements of the Statement of Work, Section C of the contract.

If required by the task order request for proposal, contractor shall submit a contingency plan to the Contracting Officer’s Technical Representative (COTR) for approval by the task order start date. The plan shall outline the contractor’s response to operational problems and unusual events that may occur during the life of the task order and disrupt operations. For example, a structural fire, accident, terrorist attack, personnel strike, extended power failure, etc., may require the contractor to proceed under altered work conditions at locations other than those originally

265 established. The contractor shall continue to provide the services required by the contract, as
266 directed by the COTR, for the duration of such an emergency situation.

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269 **H.16 COMPLIANCE WITH SECTION 508**

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271 The services requested under this contract are to be accessed by callers/users using various
272 technologies, including: touch-tone and rotary/dial-pulse telephones, TDD/TTY devices, mobile
273 and wireless telephones, wireless communications devices, facsimile equipment, portable and
274 desktop computers, and Internet appliances. Callers/users may use these devices to access the
275 requested services via the telephone network, mobile and wireless network, the Internet, or other
276 communications media. The government requires that the information and services provided by
277 the contractor under this contract be made available in accessible formats.

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279 The contractor shall ensure that the technology infrastructure and support services provided are
280 fully accessible by individuals with disabilities as required by Section 508 of the Rehabilitation
281 Act Amendments of 1998. All Electronic and Information Technology systems provided under
282 this contract must meet the applicable accessibility standards established in 36 CFR 1194, unless
283 an agency exception to this requirement exists. 36CFR 1194 implements Section 508 of the
284 Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov> – E & IT
285 Requirements.

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288 **H.17 CONSTRUCTIVE CHANGE ORDERS**

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290 No order, statement, or conduct of the ACO, the authorized representative of the ACO, whether
291 or not acting within the limits of their authority, or any other representative of the government,
292 shall constitute a change under the “Changes” clause of this contract, or entitle the contractor to
293 an equitable adjustment of the task order price or delivery schedule unless such change is issued
294 in writing and signed by the ACO. No representative of the ACO (either PCO or ACO) shall be
295 authorized to issue a written change order under the “Changes” clause of this contract. The
296 contractor shall be under no obligation to comply with any orders or directions not issued in
297 writing and signed by the ACO.

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299 **H.18 GOVERNMENT OBSERVATIONS**

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301 Government safety officials and other agency officials reserve the right to conduct surveys and
302 inspections of operations and facilities. Other government personnel, such as Inspector General
303 staff, are authorized to observe contractor performance and records. In addition, the government
304 may use other contractor personnel to provide it with various forms of service, such as audits or
305 customer surveys. Any such contractor personnel will be required to sign non-disclosure
306 agreement to protect each contract holder’s propriety information.

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308 These personnel will not interfere with the contractor’s performance, and the contractor shall
309 provide all such personnel with their full cooperation. All comments concerning the contractor’s

310 operations will be provided to the COTR. Findings from any audit, report, survey, etc. may be
311 provided to the ACO, as determined appropriate by the COTR.

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314 **H.19 ADMINISTRATIVE IMPROVEMENTS/SERVICE ENHANCEMENTS**

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316 It is the intention of the government to constantly strive to work with the contractor to introduce
317 administrative improvements and service enhancements that would be advantageous to the
318 government and the contractor. The contractor agrees to negotiate, in good faith, with the
319 government to implement any suggested administrative improvements and service enhancements
320 that are determined to be in the best interests of both parties.

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323 **H.20 TASK ORDER PHASE-OUT PROCEDURES**

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325 At the conclusion of a task order, the government may require the contractor to participate in a
326 task order phase out process. If the government chooses to do this, the following procedures will
327 be followed:

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329 After the government's selection of a successor contractor, but prior to the end of the
330 expiring task order, the current contractor and the successor contractor will jointly prepare
331 a mutually agreeable detailed plan for the transition to the successor contractor. The
332 current contractor agrees to provide, if required in writing by the government, transitional
333 services for a period of up to ninety (90) days after the expiration of the current task order
334 at the then current task order prices. Continuity for all operations required under their task
335 order shall be maintained during that period.

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338 **H.21 DISCLOSURE OF INFORMATION**

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340 Any government information made available to the contractor or gathered by the contractor from
341 government employees or customers shall be used only for the purpose of carrying out the
342 provisions of this contract and shall not be divulged or made known in any manner to any person
343 except as may be necessary in the performance of task requirements. Furthermore, no article,
344 book, pamphlet, recording, broadcast, speech, television appearance, film, or photograph
345 concerning any aspect of work performed under this contract shall be published or disseminated
346 through any media without the prior written authorization from the government. These
347 obligations do not cease upon expiration or termination of this contract. The contractor shall
348 include the substance of this provision in all contracts for employment and subcontracting work
349 performed under this contract.

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351 In performance of this contract, the contractor agrees to assume responsibility for protecting the
352 confidentiality of government information and for ensuring that all work is performed under the
353 supervision of the contractor or the contractor's responsible employees. The contractor shall
354 keep confidential information provided by inquirers consistent with Federal law, primarily the
355 Privacy Act of 1974 and the Freedom of Information Act and their amendments. The contractor
356 shall not disclose personal identification information (e.g. name, address, telephone number) or

357 personal financial information (e.g. credit card account number) of an inquirer without verbal or
358 written consent of the inquirer.

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360 Inquirers who make threats against persons or property, either government or private, may have
361 forfeited their rights to privacy. The contractor shall work with the appropriate government law
362 enforcement agency(ies) for the prevention of threatened crime on a case-by-case basis.

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364 Each employee of the contractor, to whom information may be made available or disclosed, shall
365 be notified in writing by the contractor that information disclosed to such employee can be used
366 only for a purpose and to the extent authorized herein. Use of such information for a purpose or
367 to an extent unauthorized herein may subject the offender to criminal sanctions imposed by
368 18 United States Code (U.S.C.) 641. The law provides, in pertinent part, that whoever
369 knowingly converts to their use or the use of another, or without authority sells, conveys, or
370 disposes of any record of the United States or whoever receives the same with intent to convert it
371 to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a
372 fine of up to \$10,000, or imprisonment up to 10 years, or both.

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374 The limitations noted in the preceding paragraphs do not apply to information, which has been
375 made public by the government. Further, this provision does not preclude the use of any
376 information independently acquired by the contractor without such limitations. Or prohibit an
377 agreement, at no cost to the government, between the contractor and the information owner,
378 which provides for greater rights to the contractor.

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381 **H.22 LIABILITY**

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383 H.22.1 Performance Liability

384 The contractor will not be liable for any form of consideration when the failure to provide
385 service or meet contract requirements arises from causes beyond the control and without the fault
386 or negligence of the contractor. The list such :

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388 1. Acts of God
389 2. Acts of the Public Enemy
390 3. Fires
391 4. Floods
392 5. Epidemics
393 6. Quarantine Restrictions
394 7. Freight Embargos
395 8. Unusually Severe Weather
396 9. Denial of Access by a Third Party

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H.22.2 Information Liability

The contractor shall be solely responsible for damages suffered by the public that result from the use of information not previously approved by the government during the performance of this contract. Information to be supplied by the Government, along with the approval process required for adding new and/or updating existing information will be specified in individual task orders.

H.23 HOLD HARMLESS AND IMDEMNIFICATION AGREEMENT

The contractor shall save and hold harmless and indemnify the government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss, destruction, or damage to any property (including electronic storage areas), occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the willful, negligent, or careless acts or omissions of the contractor, its subcontractors, or any employee, agent or representative of the contractor or its subcontractors.

H.24 OWNERSHIP OF DATA

During the course of this contract, the contractor will create and maintain databases that are used in support of processing inquiries and contain information such as scripted responses, topical information entries, business rules, preformatted responses, personal information, transaction histories, and agency contacts. The contractor may also capture and store certain inquiry data in Contractor-provided and/or government-provided databases. All of this information is the property of the Government. At the conclusion of each task order issued under this contract, or upon termination of this contract, all information resources developed in support of the task(s), including any databases and associated formats and call tools, shall be turned over to the government in its entirety. Should a task order terminate for any reason, the contractor shall arrange for the timely transfer of such data records to the respective agency. The contractor may not keep any information resources or paper or electronic copies of information, without the express written consent of the Contracting Officer Technical Representative. If the supporting software systems are not commercially available at that time, the contractor shall sell or license the software to the agency at a mutually agreed upon price.

H.25 NEWS RELEASES

News releases pertaining to task orders issued under this contract shall not be made by the Contractor without prior written approval of the ACO or his/her designee. A minimum of 48 hours notice is required to respond to the contractor’s request for approval to release contract-related information to the news media. The contractor’s request shall contain a copy of the specific information that the contractor is requesting approval to release and a description of the form of release intended.

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444 **H.26 ELECTRONIC ACCESS TO THE CONTRACT**

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446 The contractor is hereby advised that a redacted version of the contract and all modifications for
447 the entire contract will be made available on the Internet. The contractor shall submit both a
448 redacted version and a non-redacted version of the contract and any modifications in two
449 formats. The first format shall include the original contract and/or modifications separately. The
450 second format shall include all modifications incorporated in context within the basic contract.
451 Thus, four versions shall be submitted:

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1. Redacted version in the first format

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2. Redacted version in the second format

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3. Non-redacted version in the first format

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4. Non-redacted version in the second format

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458 The redacted version shall be prepared in accordance with Freedom of Information Act (FOIA)
459 guidance and will be approved by the ACO before release. To facilitate this process, the
460 contractor shall provide deliveries of electronic sets of the contract and any contract
461 modifications within fifteen (15) business days after contract award or contract modification.